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ABSTRACT

Presenting suggested activities for high school teachers, this guide is to be used to satisfying Florida's law-related education requirement. The scripts for two videos dramatizing legal proceedings are included; in both, students participate in mock trials. The first video concerns the offense of driving under the influence; the second concerns landlord/tenant laws. Pertinent Florida statutes are included as well as a glossary of related terms and suggested topics for class discussion. It is stated that the videos can be infused into the curriculum where appropriate for law studies and American government courses. (DB)

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ED327462

JUSTICE: Mock Trials on Video

Curriculum Guide-High School

SO 030 424

JUSTICE: Mock Trials on Video

CURRICULUM

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Superintendent

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To the Users of this Guide

The writing team for this Law Awareness Curriculum Guide worked under the auspices of Ralph Eriksson, Assistant State Attorney, James J. Elliott, Seminole County Coordinator for the Social Studies and Leslie A. Blau, Dean, the Student Museum. The scripts and supporting materials were compiled after several hours of research and discussion between the teacher/authors and consultants for the project, listed herein.

The aim of this guide is not to present a block of curriculum to the teacher, but rather to present some legal dramatizations which can be used alone or as the focus for other teacher-made projects. These videos can be infused into the curriculum where appropriate for Law Studies and American Government. Since it is difficult to schedule high school students for field trips to the courthouse, jail, etc., it was felt that videos could bring the experience to the classroom.

Additional law related education multi/media materials are available on loan from The School Board of Seminole County Student Museum and Center for the Social Studies, and can be checked out by contacting the Museum at 322-1902.

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THE FLORIDA STATUTE ON LAW EDUCATION.....

233.0615 Law education program.-

(1) There is hereby created a law education program, which program shall be administered by the Commissioner of Education in cooperation with The Florida Bar and other appropriate organizations and agencies pursuant to rules adopted by the State Board of Education. Such program may be implemented and conducted in any public school pursuant to a proposal developed and approved pursuant to subsection (2).

(2) Each district school board, or each principal through the district school board, may submit to the commissioner for approval a proposal for implementing and conducting the law education program. Priority shall be given to proposals for implementing and conducting the program in the elementary grades. Each proposal shall be developed with the assistance of the district advisory committees, school advisory committees, and those agencies and organizations which are concerned with law education or with criminal and juvenile justice systems of the state and shall include

(a) Provisions for instruction in the rights and duties of citizens under the law and under the State and Federal Constitutions, with particular emphasis on the consequences to the individual and society of disobedience of the law;
(b) Provisions for inservice training programs in law education for teachers, administrators, and other personnel;
(c) Provisions for enlisting the involvement of governmental agencies and private organizations in order to ensure the use of all available resources in the implementation of the program;
(d) Information concerning the number of teachers and students to be involved, the estimated cost of the project and the number of years for which it is to be funded;
(e) Provisions for evaluation of the program, and for its integration into the general curricula and financial program of the school district at the end of the funded term of years; and
(f) Such other information and provisions as shall be required by the commissioner.

(3) For those programs approved, the commissioner shall authorize distribution of funds from funds available to the Department of Education for law education programs.

MOCK TRIALS ON VIDEO

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MOCK TRIAL ON VIDEO - DUI

INTRODUCTION

This video is designed to demonstrate the problems that may arise from drinking and driving. We attempted to show that an arrest can be made for DUI even if the vehicle is not moving.

We have attempted to re-inact a situation which many of our young people can relate to. The facts of the case will be adjudicated by a judge using current Florida statutes.

Upon review of this video, students will have greater knowledge of the implications of a DUI arrest and/or conviction.

(2) FLASHING YELLOW (CAUTION SIGNAL).—When a yellow lens is illuminated with rapid intermittent flashes, drivers of vehicles may proceed through the intersection or past such signal only with caution.

(3) This section does not apply at railroad-highway grade crossings. Conduct of drivers of vehicles approaching such crossings shall be governed by the rules as set forth in ss. 316.1575 and 316.159.

History.—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 5, ch. 86-243.
Note.—Former s. 316.133.

316.082 Passing vehicles proceeding in opposite directions.—

(1) Drivers of vehicles proceeding in opposite directions shall pass each other to the right.

(2) Upon roadways having width for not more than one line of traffic in each direction, each driver shall give to the other at least one-half of the main-traveled portion of the roadway, as nearly as possible.

History.—s. 1, ch. 71-135; s. 1, ch. 86-36.

316.087 Further limitations on driving to left of center of roadway.—

(1) No vehicle shall at any time be driven to the left side of the roadway under the following conditions:

(a) When approaching or upon the crest of a grade where the driver's view is obstructed within such distance as to create a hazard in the event another vehicle might approach from the opposite direction;

(b) Upon a curve in the highway where the driver's view is obstructed within such distance as to create a hazard in the event another vehicle might approach from the opposite direction;

(c) When approaching within 100 feet of or traversing any intersection, except that this section shall not apply to any intersection on a state-maintained or county-maintained highway located outside city limits unless such intersection is marked by an official Department of Transportation or county road department traffic control device indicating an intersection either by symbol or by words and such marking is placed at least 100 feet before the intersection;

(d) When approaching within 100 feet of or traversing any railroad grade crossing;

(e) When the view is obstructed upon approaching within 100 feet of any bridge, viaduct, or tunnel.

(2) The foregoing limitations shall not apply upon a one-way roadway, nor when an obstruction exists making it necessary to drive to the left of the center of the highway, nor to the driver of a vehicle turning left into or from an alley, private road or driveway.

History.—s. 1, ch. 71-135; s. 2, ch. 86-36.

316.090 Driving on divided highways.—

(1) Whenever any highway has been divided into two or more roadways by leaving an intervening space or by a physical barrier or clearly indicated dividing section so constructed as to impede vehicular traffic, every vehicle shall be driven only upon the right-hand roadway unless directed or permitted to use another roadway by official traffic control devices or police officers.

(2) No vehicle shall be driven over, across, or within any such dividing space, barrier, or section, except through an opening in such physical barrier or dividing section or space or at a crossover or intersection as established, unless specifically authorized by public authority.

History.—s. 1, ch. 71-135; s. 3, ch. 86-36.

316.1575 Obedience to traffic control devices at railroad-highway grade crossings.—

(1) Any person walking or driving a vehicle and approaching a railroad-highway grade crossing under any of the circumstances stated in this section shall stop within 50 feet but not less than 15 feet from the nearest rail of such railroad and shall not proceed until he can do so safely. The foregoing requirements apply when:

(a) A clearly visible electric or mechanical signal device gives warning of the immediate approach of a railroad train;

(b) A crossing gate is lowered or a human flagman gives or continues to give a signal of the approach or passage of a railroad train;

(c) An approaching railroad train emits an audible signal or the railroad train, by reason of its speed or nearness to the crossing, is an immediate hazard; or

(d) An approaching railroad train is plainly visible and is in hazardous proximity to the railroad-highway grade crossing, regardless of the type of traffic control devices installed at the crossing.

(2) No person shall drive any vehicle through, around, or under any crossing gate or barrier at a railroad-highway grade crossing while the gate or barrier is closed or is being opened or closed.

History.—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 6, ch. 86-243.
Note.—Former s. 316.054.

316.158 All vehicles to stop at certain railroad grade crossings.—[Repealed by s. 40, ch. 86-243.]

316.171 Traffic control devices at railroad-highway grade crossings.—Every railroad company operating or leasing any track intersecting a public road at grade and upon which railroad trains are operated shall erect traffic control devices that are necessary to conform with the requirements of the uniform system of traffic control devices adopted pursuant to s. 316.0745. This section does not require the railroad company to erect those devices, such as pavement markings and advance warning signs, which are the responsibility of the governmental entity having jurisdiction over or maintenance responsibility for the public road. Any change in the design of a traffic control device in the uniform system of traffic control devices applies only at new installations and at locations where replacements of existing devices are being made.

History.—s. 1, ch. 71-135; s. 1, ch. 76-31; s. 7, ch. 86-243.
Note.—Former s. 316.137.

316.193 Driving under the influence; penalties.—

(1) A person is guilty of the offense of driving under the influence and is subject to punishment as provided in subsection (2) if such person is driving or in actual physical control of a vehicle within this state and:

(a) The person is under the influence of alcoholic beverages, any chemical substance set forth in s. 877.111, or any substance controlled under chapter 893, when affected to the extent that his normal faculties are impaired; or

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(b) The person has a blood alcohol level of 0.10 percent or higher.

(2)(a) Except as provided in paragraph (b), subsection (3), or subsection (4), any person who is convicted of a violation of subsection (1) shall be punished:

1. By a fine of:

a. Not less than $250 or more than $500 for a first conviction.

b. Not less than $500 or more than $1,000 for a second conviction.

c. Not less than $1,000 or more than $2,500 for a third conviction; and

2. By imprisonment for:

a. Not more than 6 months for a first conviction.

b. Not more than 9 months for a second conviction.

c. Not more than 12 months for a third conviction.

(b) Any person who is convicted of a fourth or subsequent violation of subsection (1) is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(3) Any person:

(a) Who is in violation of subsection (1),

(b) Who operates a vehicle; and

(c) Who, by reason of such operation, causes:

1. Damage to the property or person of another is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

2. Serious bodily injury to another, as defined in s. 316.1933, is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

3. The death of any human being is guilty of DUI manslaughter, a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(4) Any person who is convicted of a violation of subsection (1) and who has a blood alcohol level of .20 or above shall be punished:

(a) By a fine of:

1. Not less than $500 or more than $1,000 for a first conviction.

2. Not less than $1,000 or more than $2,000 for a second conviction.

3. Not less than $2,000 or more for a third conviction.

(b) By imprisonment for:

1. Not more than 9 months for a first conviction.

2. Not more than 12 months for a second conviction.

3. Not more than 12 months for a third conviction.

For the purposes of this subsection, each conviction must be for a violation of subsection (1) by a person who has a blood alcohol level of .20 or above.

(5) The court shall require any person convicted of violating this section to attend a substance abuse course specified by the court; and the agency conducting the course may refer the person to an authorized agency for substance abuse evaluation and treatment, in addition to any sentence or fine imposed under this section. Such person shall assume reasonable costs for such education, evaluation, and treatment. The term "substance abuse" means the abuse of alcohol or any substance named or described in Schedules I through V of s. 893.03. Whenever the authorized agency for substance abuse treatment is the same agency which conducts the substance abuse evaluation and education, that agency shall submit a quarterly statistical report, which shall be reviewed by the Traffic Court Review Committee to assure that excessive referrals to treatment have not been made. A programmatic and statistical report shall be submitted annually to the Traffic Court Review Committee by each agency authorized to provide services under this act.

(6) With respect to any person convicted of a violation of subsection (1), regardless of any penalty imposed pursuant to subsection (2), subsection (3), or subsection (4):

(a) For the first conviction thereof, the court shall place the defendant on probation for a period not to exceed 1 year and, as a condition of such probation, shall order the defendant to participate in public service or a community work project for a minimum of 50 hours. In lieu of such participation, the court may order that any defendant pay an additional fine of $10 for each hour of public service or community work otherwise required, if, after consideration of the residence or location of the defendant at the time such public service or community work is required, payment of the fine is in the best interests of the state. However, in no event may the total period of probation and incarceration exceed 1 year.

(b) For the second conviction within a period of 3 years from the date of a prior conviction for violation of this section, the court shall order imprisonment for not less than 10 days.

(c) For the third conviction within a period of 5 years from the date of a prior conviction for violation of this section, the court shall order imprisonment for not less than 30 days.

For the purposes of this section, a previous conviction for the violation of former s. 316.1931, former s. 860.01, or former s. 316.028, or a previous conviction outside this state for any substantially similar alcohol-related or drug-related traffic offense, shall also be considered a previous conviction for violation of this section. Notwithstanding any other provision of this section, $25 shall be added to any fine imposed pursuant to this section, which $25 shall be deposited in the Emergency Medical Services Trust Fund created in s. 401.34(4). However, in satisfaction of the fine imposed pursuant to this section, the court may, upon a finding that the defendant is financially unable to pay either all or part of the fine, order that the defendant participate for a specified additional period of time in public service or a community work project in lieu of payment of that portion of the fine which the court determines the defendant is unable to pay. In determining such additional sentence, the court shall consider the amount of the unpaid portion of the fine and the reasonable value of the services to be ordered; however, the court shall not compute the reasonable value of services at a rate less than the federal minimum wage at the time of sentencing.

(7) A conviction under the provisions of this section shall not be a bar to any civil suit for damages against the person so convicted.

History.—s. 1, ch. 71-135; s. 19, ch. 73-331; s. 1, ch. 74-384; s. 1, ch. 76-31; s. 1, ch. 79-408; s. 1, ch. 80-343; s. 2, ch. 82-155; s. 1, ch. 82-403; s. 2, ch. 83-187.

s. 1, ch. 83-228; s. 1, ch. 84-359; s. 24, ch. 85-167; s. 2, ch. 85-337; s. 1, ch. 86-296.
Note.—Former s. 316.028.
Cf.—s. 25.387 DWI Scholarship Coordination Trust Fund, assessment, disposition.
s. 316.656 Mandatory arrest; verification, prohibition against accepting plea to lesser included offense.
s. 322.264 "Habitual offender" defined.
s. 322.28 Period of suspension or revocation.

316.1931 Driving automobile while intoxicated; punishment.—[Repealed by s. 13, ch. 86-296.]

316.1932 Breath, blood, and urine tests for alcohol, chemical substances, or controlled substances; implied consent; right to refuse.—

(1)(a) Any person who accepts the privilege extended by the laws of this state of operating a motor vehicle within this state shall, by so operating such vehicle, be deemed to have given his consent to submit to an approved chemical test of his breath for the purpose of determining the alcoholic content of his blood, and to a urine test for the purpose of detecting the presence of chemical substances as set forth in s. 877.111 or controlled substances, if he is lawfully arrested for any offense allegedly committed while the person was driving or was in actual physical control of a motor vehicle while under the influence of alcoholic beverages, chemical substances, or controlled substances. The breath test shall be incidental to a lawful arrest and administered at the request of a law enforcement officer who has reasonable cause to believe such person was driving or was in actual physical control of the motor vehicle within this state while under the influence of alcoholic beverages. The urine test shall be incidental to a lawful arrest and administered at a detention facility or any other facility, mobile or otherwise, which is equipped to administer such tests at the request of a law enforcement officer who has reasonable cause to believe such person was driving or was in actual physical control of a motor vehicle within this state while under the influence of controlled substances. The urine test shall be administered at a detention facility or any other facility, mobile or otherwise, which is equipped to administer such tests in a reasonable manner that will ensure the accuracy of the specimen and maintain the privacy of the individual involved. The administration of either test shall not preclude the administration of the other test. Such person shall be told that his failure to submit to such a breath test or urine test, or both such tests, will result in the suspension of his privilege to operate a motor vehicle for a period of 1 year for a first refusal, or for a period of 18 months if the driving privilege of such person has been previously suspended as a result of a refusal to submit to such a test or tests. The refusal to submit to a chemical breath or urine test upon the request of a law enforcement officer as provided in this section shall be admissible into evidence in any criminal proceeding.

(b)1. Notwithstanding the provisions of this section, a law enforcement officer who has reason to believe that a person's ability to operate a motor vehicle is impaired by alcohol or any chemical substance or controlled substance and that the person has been operating a motor vehicle during the period of such impairment may, with the person's consent, give, or the person may demand, a prearrest breath test for the purpose of determining if the person is in violation of s. 316.193(1), but the taking of such prearrest breath test shall not be deemed a compliance with the provisions of paragraph (a). The results of any prearrest test administered under this paragraph shall not be admissible into evidence in any civil or criminal proceeding. An analysis of a person's breath, in order to be considered valid under the provisions of this section, must have been performed substantially according to methods approved by the Department of Health and Rehabilitative Services. For this purpose, the department is authorized to approve satisfactory techniques or methods. Any insubstantial differences between approved techniques and actual testing procedures in any individual case shall not render the test or test results invalid.

2. Prior to administering any prearrest breath test, a law enforcement officer shall advise the motor vehicle operator that he has the right to refuse to take such test, and, prior to administering such test, a law enforcement officer shall obtain the written consent of the motor vehicle operator.

(c) Any person whose consent is implied as provided in this section shall be deemed to have consented to an approved blood test for the purpose of determining the alcoholic content of the blood or a blood test for the purpose of determining the presence of chemical substances or controlled substances as provided herein if such person appears for treatment at a hospital, clinic, or other medical facility as a result of his involvement as a driver in a motor vehicle accident and the administration of a breath or urine test is impractical or impossible. The blood test shall be performed in a reasonable manner. Any person who is incapable of refusal by reason of unconsciousness or other mental or physical condition shall be deemed not to have withdrawn his consent to such test. A blood test may be administered whether or not such person is told that his failure to submit to such a blood test will result in the suspension of his privilege to operate a motor vehicle upon the public highways of this state. Any person who is capable of refusal shall be told that his failure to submit to such a blood test will result in the suspension of his privilege to operate a motor vehicle for a period of 1 year for a first refusal, or for a period of 18 months if the driving privilege of such person has been suspended previously as a result of a refusal to submit to such a test or tests. The refusal to submit to a blood test upon the request of a law enforcement officer shall be admissible in evidence in any criminal proceeding.

(d) If the arresting officer does not request a chemical test of the person arrested for any offense allegedly committed while the person was driving or was in actual physical control of a motor vehicle while under the influence of alcoholic beverages or controlled substances, such person may request the arresting officer to have a chemical test made of the arrested person's breath, urine, or blood for the purpose of determining the alcoholic content of the person's blood or the presence of chemical substances or controlled substances; and, if so requested, the arresting officer shall have the test performed.

(e)1. By applying for a driver's license and by accepting and using a driver's license, the person holding

the driver's license is deemed to have expressed his consent to the provisions of this section.

2. A nonresident or any other person driving in a status exempt from the requirements of the driver's license law, by his act of driving in such exempt status, is deemed to have expressed his consent to the provisions of this section.

3. A warning of the consent provision of this section shall be printed above the signature line on each new or renewed driver's license issued after the effective date of this act.

(f)1. The tests determining the weight of alcohol in the defendant's blood shall be administered at the direction of the arresting officer substantially in accordance with rules and regulations which shall have been adopted by the Department of Health and Rehabilitative Services. Such rules and regulations shall be adopted after public hearing, shall specify precisely the test or tests which are approved by the Department of Health and Rehabilitative Services for reliability of result and facility of administration, and shall provide an approved method of administration which shall be followed in all such tests given under this section. However, the failure of a law enforcement officer to request the withdrawal of blood shall not affect the admissibility of a test of blood withdrawn for medical purposes.

2. Only a physician, certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment, registered nurse, licensed practical nurse, or duly licensed clinical laboratory technologist or clinical laboratory technician acting at the request of a law enforcement officer, may withdraw blood for the purpose of determining the alcoholic content thereof or the presence of chemical substances or controlled substances therein. However, the failure of a law enforcement officer to request the withdrawal of blood shall not affect the admissibility of a test of blood withdrawn for medical purposes.

3. The person tested may, at his own expense, have a physician, registered nurse, duly licensed clinical laboratory technologist or clinical laboratory technician, or other person of his own choosing administer a test in addition to the test administered at the direction of the law enforcement officer for the purpose of determining the amount of alcohol in his blood or the presence of chemical substances or controlled substances at the time alleged, as shown by chemical analysis of his blood, urine, or breath. The failure or inability to obtain an additional test by a person shall not preclude the admissibility in evidence of the test taken at the direction of the law enforcement officer.

4. Upon the request of the person tested, full information concerning the test taken at the direction of the law enforcement officer shall be made available to him or his attorney.

5. No hospital, clinical laboratory, medical clinic, or similar medical institution or physician, certified paramedic, registered nurse, licensed practical nurse, duly licensed clinical laboratory technologist or clinical laboratory technician, or other person assisting a law enforcement officer shall incur any civil or criminal liability as a result of the withdrawal or analysis of a blood, urine, or breath specimen pursuant to accepted medical standards when requested by a law enforcement officer, regardless of whether or not the subject resisted administration of the test.

(2) The results of any test administered pursuant to this section for the purpose of detecting the presence of any controlled substance shall not be admissible as evidence in a criminal prosecution for the possession of a controlled substance.

(3) Notwithstanding any provision of law pertaining to the confidentiality of hospital records or other medical records, information relating to the alcoholic content of the blood or the presence of chemical substances or controlled substances in the blood obtained pursuant to this section shall be released to a court, prosecuting attorney, defense attorney, or law enforcement officer in connection with an alleged violation of s. 316.193 upon request for such information.

History.—s. 3, ch. 82-155; s. 3, ch. 82-403; s. 1, ch. 83-218; s. 4, ch. 83-229; s. 3, ch. 84-359; s. 2, ch. 86-296.

cf.—s. 322.261 Suspension of license for refusal to submit to test for impairment or intoxication.

316.1933 Blood test for impairment or intoxication in cases of death or serious bodily injury; right to use reasonable force.—

(1) Notwithstanding any recognized ability to refuse to submit to the tests provided in s. 316.1932 or any recognized power to revoke the implied consent to such tests, if a law enforcement officer has probable cause to believe that a motor vehicle driven by or in the actual physical control of a person under the influence of alcoholic beverages or controlled substances has caused the death or serious bodily injury of a human being, such person shall submit, upon the request of a law enforcement officer, to a test of his blood for the purpose of determining the alcoholic content thereof or the presence of chemical substances as set forth in s. 877.111 or controlled substances therein. The law enforcement officer may use reasonable force if necessary to require such person to submit to the administration of the blood test. The blood test shall be performed in a reasonable manner. The term "serious bodily injury" means a physical condition which creates a substantial risk of death; serious, personal disfigurement; or protracted loss or impairment of the function of any bodily member or organ.

(2)(a) Only a physician, certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment, registered nurse, licensed practical nurse, or duly licensed clinical laboratory technologist or clinical laboratory technician, acting at the request of a law enforcement officer, may withdraw blood for the purpose of determining the alcoholic content thereof or the presence of chemical substances or controlled substances therein. However, the failure of a law enforcement officer to request the withdrawal of blood shall not affect the admissibility of a test of blood withdrawn for medical purposes.

(b) A chemical analysis of the person's blood to determine the alcoholic content thereof must have been performed substantially in accordance with methods approved by the Department of Health and Rehabilitative Services and by an individual possessing a valid permit

the driver's license is deemed to have expressed his consent to the provisions of this section.

2. A nonresident or any other person driving in a status exempt from the requirements of the driver's license law, by his act of driving in such exempt status, is deemed to have expressed his consent to the provisions of this section.

3. A warning of the consent provision of this section shall be printed above the signature line on each new or renewed driver's license issued after the effective date of this act.

(f)1. The tests determining the weight of alcohol in the defendant's blood shall be administered at the direction of the arresting officer substantially in accordance with rules and regulations which shall have been adopted by the Department of Health and Rehabilitative Services. Such rules and regulations shall be adopted after public hearing, shall specify precisely the test or tests which are approved by the Department of Health and Rehabilitative Services for reliability of result and facility of administration, and shall provide an approved method of administration which shall be followed in all such tests given under this section. However, the failure of a law enforcement officer to request the withdrawal of blood shall not affect the admissibility of a test of blood withdrawn for medical purposes.

2. Only a physician, certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment, registered nurse, licensed practical nurse, or duly licensed clinical laboratory technologist or clinical laboratory technician, acting at the request of a law enforcement officer, may withdraw blood for the purpose of determining the alcoholic content thereof or the presence of chemical substances or controlled substances therein. However, the failure of a law enforcement officer to request the withdrawal of blood shall not affect the admissibility of a test of blood withdrawn for medical purposes.

3. The person tested may, at his own expense, have a physician, registered nurse, duly licensed clinical laboratory technologist or clinical laboratory technician, or other person of his own choosing administer a test in addition to the test administered at the direction of the law enforcement officer for the purpose of determining the amount of alcohol in his blood or the presence of chemical substances or controlled substances at the time alleged, as shown by chemical analysis of his blood, urine, or breath. The failure or inability to obtain an additional test by a person shall not preclude the admissibility in evidence of the test taken at the direction of the law enforcement officer.

4. Upon the request of the person tested, full information concerning the test taken at the direction of the law enforcement officer shall be made available to him or his attorney.

5. No hospital, clinical laboratory, medical clinic, or similar medical institution or physician, certified paramedic, registered nurse, licensed practical nurse, duly licensed clinical laboratory technologist or clinical laboratory technician, or other person assisting a law enforcement officer shall incur any civil or criminal liability as a result of the withdrawal or analysis of a blood, urine, or breath specimen pursuant to accepted medical standards when requested by a law enforcement officer, regardless of whether or not the subject resisted administration of the test.

(2) The results of any test administered pursuant to this section for the purpose of detecting the presence of any controlled substance shall not be admissible as evidence in a criminal prosecution for the possession of a controlled substance.

(3) Notwithstanding any provision of law pertaining to the confidentiality of hospital records or other medical records, information relating to the alcoholic content of the blood or the presence of chemical substances or controlled substances in the blood obtained pursuant to this section shall be released to a court, prosecuting attorney, defense attorney, or law enforcement officer in connection with an alleged violation of s. 316.193 upon request for such information.

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cf.—s. 322.261 Suspension of license for refusal to submit to test for impairment or intoxication.

316.1933 Blood test for impairment or intoxication in cases of death or serious bodily injury; right to use reasonable force.—

(1) Notwithstanding any recognized ability to refuse to submit to the tests provided in s. 316.1932 or any recognized power to revoke the implied consent to such tests, if a law enforcement officer has probable cause to believe that a motor vehicle driven by or in the actual physical control of a person under the influence of alcoholic beverages or controlled substances has caused the death or serious bodily injury of a human being, such person shall submit, upon the request of a law enforcement officer, to a test of his blood for the purpose of determining the alcoholic content thereof or the presence of chemical substances as set forth in s. 877.111 or controlled substances therein. The law enforcement officer may use reasonable force if necessary to require such person to submit to the administration of the blood test. The blood test shall be performed in a reasonable manner. The term "serious bodily injury" means a physical condition which creates a substantial risk of death; serious, personal disfigurement; or protracted loss or impairment of the function of any bodily member or organ.

(2)(a) Only a physician, certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment, registered nurse, licensed practical nurse, or duly licensed clinical laboratory technologist or clinical laboratory technician, acting at the request of a law enforcement officer, may withdraw blood for the purpose of determining the alcoholic content thereof or the presence of chemical substances or controlled substances therein. However, the failure of a law enforcement officer to request the withdrawal of blood shall not affect the admissibility of a test of blood withdrawn for medical purposes.

(b) A chemical analysis of the person's blood to determine the alcoholic content thereof must have been performed substantially in accordance with methods approved by the Department of Health and Rehabilitative Services and by an individual possessing a valid permit

issued by the department for this purpose. The Department of Health and Rehabilitative Services may approve satisfactory techniques or methods, ascertain the qualifications and competence of individuals to conduct such analyses, and issue permits which will be subject to termination or revocation at the discretion of the department.

(c) No hospital, clinical laboratory, medical clinic, or similar medical institution or physician, certified paramedic, registered nurse, licensed practical nurse, duly licensed clinical laboratory technologist or clinical laboratory technician, or other person assisting a law enforcement officer shall incur any civil or criminal liability as a result of the withdrawal or analysis of a blood specimen pursuant to accepted medical standards when requested by a law enforcement officer, regardless of whether or not the subject resisted administration of the test.

(3)(a) Any criminal charge resulting from the incident giving rise to the officer's demand for testing shall be tried concurrently with a charge of any violation arising out of the same incident, unless, in the discretion of the court, such charges should be tried separately. If such charges are tried separately, the fact that such person refused, resisted, obstructed, or opposed testing shall be admissible at the trial of the criminal offense which gave rise to the demand for testing.

(b) The results of any test administered pursuant to this section for the purpose of detecting the presence of any controlled substance shall not be admissible as evidence in a criminal prosecution for the possession of a controlled substance.

(4) Notwithstanding any provision of law pertaining to the confidentiality of hospital records or other medical records, information relating to the alcoholic content of the blood or the presence of chemical substances or controlled substances in the blood obtained pursuant to this section shall be released to a court, prosecuting attorney, defense attorney, or law enforcement officer in connection with an alleged violation of s. 316.193 upon request for such information.

History.—s. 4, ch. 82-155; s. 19, ch. 83-215; s. 4, ch. 84-359; s. 16, ch. 86-296.
cf.—s. 322.261 Suspension of license for refusal to submit to test for impairment or intoxication.

316.1934 Presumption of impairment; testing methods.—

(1) It is unlawful and punishable as provided in chapter 322 and in s. 316.193 for any person who is under the influence of alcoholic beverages or controlled substances, when affected to the extent that his normal faculties are impaired, to drive or be in actual physical control of any motor vehicle within this state.

(2) Upon the trial of any civil or criminal action or proceeding arising out of acts alleged to have been committed by any person while driving, or in actual physical control of, a vehicle while under the influence of alcoholic beverages or controlled substances, when affected to the extent that his normal faculties were impaired or to the extent that he was deprived of full possession of his normal faculties, the results of any test administered in accordance with s. 316.1932 or s. 316.1933 and this section shall be admissible into evidence when otherwise admissible, and the amount of alcohol in the person's blood at the time alleged, as shown by chemical analysis of the person's blood or breath, shall give rise to the following presumptions:

(a) If there was at that time 0.05 percent or less by weight of alcohol in the person's blood, it shall be presumed that the person was not under the influence of alcoholic beverages to the extent that his normal faculties were impaired.

(b) If there was at that time in excess of 0.05 percent but less than 0.10 percent by weight of alcohol in the person's blood, such fact shall not give rise to any presumption that the person was or was not under the influence of alcoholic beverages to the extent that his normal faculties were impaired, but such fact may be considered with other competent evidence in determining whether the person was under the influence of alcoholic beverages to the extent that his normal faculties were impaired.

(c) If there was at that time 0.10 percent or more by weight of alcohol in the person's blood, that fact shall be prima facie evidence that the person was under the influence of alcoholic beverages to the extent that his normal faculties were impaired. Moreover, such person who has a blood alcohol level of 0.10 percent or above is guilty of driving, or being in actual physical control of a motor vehicle, with an unlawful blood alcohol level.

The percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 milliliters of blood. The foregoing provisions of this subsection shall not be construed as limiting the introduction of any other competent evidence bearing upon the question whether the person was under the influence of alcoholic beverages to the extent that his normal faculties were impaired.

(3) A chemical analysis of a person's blood to determine alcoholic content or a chemical analysis of a person's breath, in order to be considered valid under the provisions of this section, must have been performed substantially in accordance with methods approved by the Department of Health and Rehabilitative Services and by an individual possessing a valid permit issued by the department for this purpose. Any insubstantial differences between approved techniques and actual testing procedures in any individual case shall not render the test or test results invalid. The Department of Health and Rehabilitative Services may approve satisfactory techniques or methods, ascertain the qualifications and competence of individuals to conduct such analyses, and issue permits which shall be subject to termination or revocation in accordance with rules adopted by the department.

(4) Any person charged with a violation of s. 316.193, whether in a municipality or not, is entitled to trial by jury according to the Florida Rules of Criminal Procedure.

History.—ss. 2, 3, ch. 67-308; ss. 19, 35, ch. 69-106; ss. 3, 4, ch. 70-279; s. 1, ch. 70-439; s. 3, ch. 74-384; s. 42, ch. 76-31; s. 1, ch. 76-153; s. 51, ch. 77-147; s. 5, ch. 82-155; s. 2, ch. 83-218; s. 5, ch. 84-359; s. 17, ch. 86-296.
Note.—Former s. 322.262.

316.2065 Bicycle regulations.—

(1) Every person propelling a vehicle by human power has all of the rights and all of the duties applicable to the driver of any other vehicle under this chapter, except as to special regulations in this chapter, and except as

Script for DUI Video

Location: Baseball/Football Field

Setting: Teenage couple sitting in parked car, drinking beer on the baseball field.

Lead in: Video pans parked couple.
Sound of beer opening.
Boy holds beer up and takes sip (and or, rests his arm out of window with beer exposed).
Deputy, at that very moment, drives by and observes couple drinking in parked car. He gets out and approaches car.

Deputy: Son, may I see your license?

Boy: Why?

Deputy: I'll ask you again, may I see your license?

Boy: Sure.

Deputy: I observed you and your friend drinking. Would you mind stepping out of the car?

Boy slowly pulls himself out of car, belches accidently, and leans on car.

Deputy: Looking into car, says loudly, "looks like you two are having a small party." Adds, "I see eight empties, and four unopened Buds."

Boy: I can explain.

Deputy: You'll have your chance to explain down at the jail. I'm taking you in. You aren't in any shape to drive. Looking into car....deputy speaks to girl....Miss, would you get out of the car, please?

Girl gets out of car and stands next to subject (boy). Deputy asks girl how much she has had to drink. She responds, "just one".

Deputy asks if there is anyone who can drive car? Girl says she can't drive a shift car-- boy explains that his parents are out of town.

Deputy: Get in the car. To the girl he explains that he will take her to JDC - To the boy: jail.

Subject: Why can't I go to JDC with girl?

Deputy: You will possibly be charged with DUI which is an adult offense.

Boy: I wasn't driving, I was parked.

Deputy: Doesn't matter in the State of Florida.

Subject: That's horrible! What about my car?

Deputy: I'll call a tow-truck.

Couple get into police car. Deputy is observed using radio requesting tow-truck to be dispatched to field. Deputy makes last minute memos for his police report. Starts car and begins to pull a-way as tow-truck pulls onto field.

Pan truck pulling car out of field and moving in opposite direction of police car. Boy and girl looking back at car being towed away.

Scene II <u>Jail</u>

Police car arrives with Deputy and boy. Jail doors open and car seen pulling in.

Inside jail, boy is asked to take a breathalyzer test.
Explains test.

Deputy: Reads from his card that "I'm offering you a B/T.....if refused, you will lose your license.

Two seen going into room.

Two seen leaving room.

Boy: That didn't take too long. How did I do?

Deputy: It says you've been drinking too much. I'm now going to formally charge you with DUI.

Subject: That's just great.

Deputy: Fills out police arrest report.

Subject: When you're through with the paper work, can I go?

Deputy: No, as I said, you're under arrest. You're either going to stay in jail until judge reviews your case in the morning or you can post bail in the amount of $500.00.

Subject: But I don't have $500.00.

Deputy: Want to call your folks? We've got a phone you can use.

Subject: Well, my parents are in the Keys for a few days. I can try to reach them.

Deputy: Go ahead, but that's long distance. You will have to call collect.

Subject: That isn't going to do me any good. Nobody will accept my call.

Deputy: That's Life.

Boy seen talking to himself. "I don't know what I'm going to do -- none of my friends have any money."

Scene - fade-out
Sound of door clang.

Scene III Courtroom
Several people sitting in court awaiting turn to approach bench.

Video pans subject sitting dejectectly in court-room.

Next scene: Turn camera to judge.
Judge gives 3 minute talk.

Judge calls subject.

"You've been arrested for DUI....probable cause.... I'll authorize a pre-trial release".

Subject asks for Public Defender. Judge refuses. "If you can afford a truck, you can afford your own attorney".

Subject: "But Judge, after I make my truck payment, I can't afford my own attorney".

Judge: "Son, if you're convicted of DUI, you'll lose your license and that truck won't do you any good anyway."

SHOW SUBJECT SAYING "THANKS"

END COURT SCENE

PICK UP AT JAIL -

Subject picking up wallet, etc...jailer speaking to him about arraignment date, etc...signs return sheet and gives court notice.
After handing wallet and watch to subject, Deputy informs boy that he can go. There's the door.

Subject: Wait a minute! Where's my car keys?

Jailor: The towing company has those. Along with your truck.

Subject: Well, how do I get those back?

Jailor: Son, getting your truck back isn't your biggest problem. You'd better see a lawyer.

SCENE IV Attorney's Office

Attorney sitting at desk picks up phone and tells secretary to send subject into his office.

Attorney stands and greets subject.

Attorney: What can I do for you?

Subject: This past Saturday, I was arrested for DUI.

Attorney: Well, why don't you tell me about it?

Subject: (recants whole scenario) I was sitting in my car drinking a beer, minding my own business, when this officer comes up and asks for my license, had me step out and told me he thought I had too much to drink. He then took me to the station and gave me a B/A and said I flunked it and arrested me.

Subject: How can he arrest me for drunk driving when I was parked?

Attorney: Well, if you're sitting in your car with the keys in the ignition, under Florida law, that's sufficient to constitute driving.

Subject: But I wasn't on any road. We were parked on a field.

Attorney: That doesn't matter. You can be charged with DUI anyplace in Florida whether its on a highway, field, parking lot, go-cart track, driveway.

Subject: Huh? Are you serious?

Attorney: The law is designed to stop people from drinking and driving any kind of a vehicle no matter where they are in this state. I represented a man once who was driving a tractor. (ex. of extreme scenario) Did the officer offer you a B/A?

Subject: Yeah.

Attorney: Did you take it?

Subject: Yeah.

Attorney: What were the results?

Subject: He said my reading was too high and that's when he arrested me. What if I hadn't taken the B/A?

Attorney: You'd lose your license for six months.

Subject: Would I'd been better off?

Attorney: No, because they can still prosecute you for the DUI, and they get to tell the jury that you refused the offer to take the test. If you're convicted and found guilty then all the penalities of your sentence would be in addition to the six months that your license is suspended for failing to take the test.

Subject: Well, if I'm found guilty of this, what's going to happen to me?

Attorney: Billy, this is your first DUI isn't it?

Subject: Yeah.

Attorney: OK - there are six things that the judge can do to you.

1) He can fine you between $250-$500.
2) He can sentence you to county jail for up to six months.

Subject: Heck, I don't want to go back there....a bunch of crazies.....I didn't sleep (afraid to)(ab lib).

Attorney:

3) He has to suspend your license.
4) Probation for up to a year with a mandatory 50 hours of community service work.
5) He'll send you to counter attack school.

Subject: What's that?

Attorney: Explains school.....they charge you a lot for that.

Subject: What do they think I am, made of money? This really makes me angry. I was only sitting there.

Attorney: 6) and a substance abuse course.

Subject: I ain't believing this.

Attorney: They're serious about this. If you get another one, you start out with a minimum 10 days in jail and the rest of the penalties increases too.

Subject: They took my truck. How do I get it back?

Attorney: I'll have to call and see where it was towed. But you can get that back after you pay the towing charges.

Subject: Why should I pay?

Attorney: Deputy can't leave it there. It could have been stolen, vandalized, anything could have happened to it.

Subject: What's it going to cost me?

Attorney: Standard cost on that are $75.00 for towing and $5.00 a day for safe storage.

Subject: This is unreal. What else is going to happen?

Attorney: Billy, there's one more thing - your insurance.

Subject: Do I have to tell them?

Attorney: No, but don't worry, they'll find out. This will go on your driving record.

Subject: Are they going to cancel my insurance?

Attorney: Probably not, but your rates will go up 2-3 times, probably closer to 3 times, assuming of course, they don't cancel you.

Subject: (pulling out paper) - says "My next court date is a week from Friday. Do you think the juvenile judge will go easy on me? "

Attorney: You won't see the juvenile judge - all DUI's are handled in adult court.

Subject: Am I glad that's all.

Attorney: We've got good news and bad news - I can take your case; but not for free.

PAN OUT

Florida Drivers Handbook

DWI, DUI and DUBAL

Information necessary for all drivers with regard to DWI, DUI and DUBAL is printed in the Florida Driver's Handbook, pages 16-22. For purposes of this study the following is provided:

DWI, DUI AND DUBAL

Driving While Impaired (**DWI**) or Driving Under the Influence (**DUI**) means driving after you have had enough alcohol or drugs to affect your driving skills and judgment.

Driving With an Unlawful Blood Alcohol Level (**DUBAL**) means driving with a blood alcohol level of .10% or higher.

DO NOT DRIVE if you have been drinking alcoholic drinks or taking drugs. More than half of all Florida accidents in which someone is killed involve a driver who has been drinking or taking drugs.

Alcohol and drugs can:

* Slow down your reactions.
* Make you think you are driving well when you are not.
* Make it harder for you to concentrate and judge distances.
* Affect your vision.

Florida's laws against driving under the influence of alcohol or controlled substances are among the toughest in the nation. **CONTROLLED SUBSTANCES** include narcotic drugs, barbituates, model glue and other stimulants--whether taken by swallowing, by sniffing, by smoking, by injection or by any other means.

PENALTIES FOR DWI, DUI OR DUBAL

	First Conviction	Second Conviction	Third Conviction
License Revocation	At least 6 months (up to 1 year)	At least 5 years, if within 5 years of first conviction	At least 10 years, if within 10 years of first conviction
Fine	At least $250 (up to $500)	At least $500 (up to $1000)	At least $1000 (up to $2500)
Imprisonment	Up to 6 months	At least 10 days if within 3 years of first conviction (up to 9 months)	At least 30 days if within 5 years of first conviction (up to 1 year)
Probation	At least 1 year		
Community Service	At least 50 hours		
School	Must complete substance abuse course for each conviction and pay for it. The school can require further treatment, if necessary, without going back to court for approval.		

REMEMBER.....

PERSONS FOUND GUILTY FOUR TIMES OF DWI, DUI OR DUBAL WILL NEVER BE ISSUED ANOTHER FLORIDA DRIVER'S LICENSE.

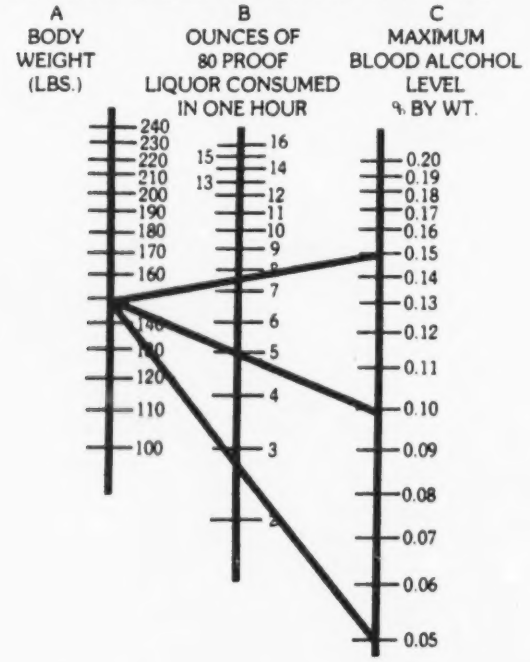
DWI, DUI, OR DUBAL REINSTATEMENT

After a first offense, you may get a court order, complete the substance abuse course, and get permission to drive to and from work only. Or you may complete the substance abuse course and apply for a hearing for reinstatement because of a hardship. **NO EARLY REINSTATEMENTS WILL BE CONSIDERED FOR A SECOND DWI, DUI OR DUBAL OFFENSE.**

ESTIMATED AMOUNTS OF 80 PROOF LIQUOR NEEDED TO REACH GIVEN LEVELS OF ALCOHOL IN THE BLOOD

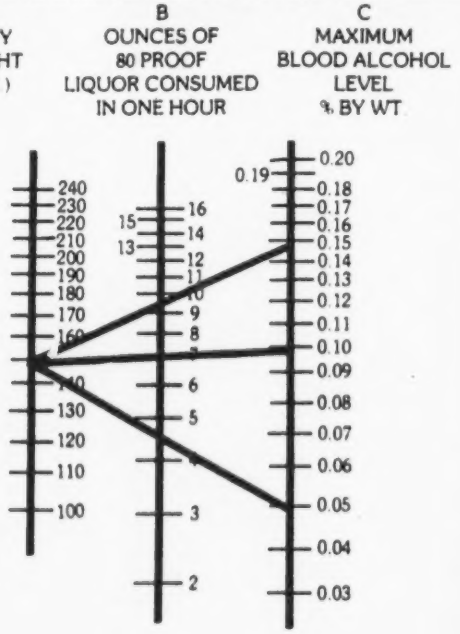
"EMPTY STOMACH"

DURING A ONE-HOUR PERIOD WITH LITTLE OR NO FOOD TAKEN PRIOR TO DRINKING



"FULL STOMACH"

DURING A ONE-HOUR PERIOD BETWEEN ONE AND TWO HOURS AFTER AN AVERAGE MEAL



BEFORE DRIVING AFTER DRINKING — REMEMBER:

1. The first thing affected after drinking alcohol is a person's judgment — so you may think you can drive safely when you can't.
2. Alcohol also affects your vision and reduces your alertness.
3. Alcohol affects you differently at different times. If you are upset, overtired or have an empty stomach, drugs or alcohol will probably have a stronger effect on you.
4. The amount of blood alcohol in a 1 oz. shot of whiskey, 3 oz. glass of wine and 12 oz. beer is the same.
5. It takes about one hour to cancel the effects of one drink. So it takes about 4 hours to cancel the effects of 4 drinks. The more you drink, the more likely you are to have an accident.
6. Physical exercise, black coffee, fresh air, and cold showers DO NOT effectively help someone sober up. Only time will help.
7. Mixing drugs or mixing alcohol and drugs can produce a strong reaction, even if the drug is one prescribed by your doctor.
8. You are 7½ times more likely to have an accident if your blood alcohol level (BAL) is .10% than if you are sober. At a .15% blood alcohol level, you are *25 times* more likely to have an accident.

Glossary of Terms

1. **arraignment** - the time at which a defendant enters a plea. For a misdemeanor, this is also the defendant's initial appearance where the judge informs the defendant of the charges and sets the bail.
2. **arrest** - taking a person suspected of a crime into custody.
3. **bail** - money or property put up by the accused or his or her agent to allow release from jail before trial. The purpose of bail is to assure the court that the defendant will return for trial.
4. **bond** - a mandatory insurance or obligation. A bail bond is the money a defendant pays to secure release from jail before trial.
5. **booking** - the formal process of making a police record of an arrest.
6. **charge** - (1) the formal accusation of a crime; (2) a type of credit in which payment is made over a period of time.
7. **DUBAL** - Driving with an Unlawful Blood Alcohol Level means driving with a blood alcohol level of .10% or higher.
8. **DUI** - Driving Under the Influence means driving after you have had enough alcohol or drugs to affect your driving skills and judgment.
9. **DWI** - Driving While Impaired means driving after you have had enough alcohol or drugs to affect your driving skills and judgment.
10. **felony** - a serious crime punishable by a prison sentence of a year or more.
11. **preliminary hearing** - pretrial proceeding at which the prosecutor must prove that a crime was committed and establish the probable guilt of the defendant. If the evidence presented does not show probable guilt, the judge may dismiss the case.
12. **probable cause** - a reasonable belief, known personally or through reliable sources, that a person has committed a crime.

Mock Trial on Video - DUI

Suggested Post Activities:

1. Invite one or more of the following guest speakers to address the class:
    a. Police Officer
    b. Judge (traffic)
    c. Prosecutor
    d. DUI instructor

2. Have students in class form a committee to design a DWI school/course. Be sure to have them include the following:
    a. who must attend
    b. who should conduct the course
    c. what should be taught
    d. how long the course should be taught
    e. who should pay for the course
    f. how to penalize

MOCK TRIAL ON VIDEO
Landlord/Tenant

INTRODUCTION

Whether we live in a farmhouse or a high-rise, a mobile home or a suburban split-level, a condominium or a walk-up flat, we all will someday use and pay for housing. High school students in the future will be entering into lease agreements with their landlords. Young adults have at times entered into these landlord-tenant agreements without properly preparing themselves for such a serious step.

This video is an attempt to show many of the "do's and don'ts" when entering a lease with a landlord. We have attempted to re-enact a situation in which many of our young adults might someday find themselves. The facts of this re-enactment will be adjudicated by a judge in light of current Florida Statute.

83.21 Removal of tenant.—The landlord, his attorney or agent, applying for the removal of any tenant, shall file a complaint stating the facts which authorize the removal of the tenant, and describing the premises in the proper court of the county where the premises are situated and is entitled to the summary procedure provided in s. 51.011.

History.—s. 2, ch. 3248, 1881; RS 1752; GS 2228; RGS 3536; CGL 5400; s. 1, ch. 61-118; s. 34, ch. 67-254.

83.22 Removal of tenant; service.—

(1) After at least two attempts to obtain service as provided by law, if the defendant cannot be found in the county in which the action is pending and either he has no usual place of abode in the county or there is no person 15 years of age or older residing at his usual place of abode in the county, the sheriff shall serve the summons by attaching it to some part of the premises involved in the proceeding. The minimum time delay between the two attempts to obtain service shall be 6 hours.

(2) If a landlord causes, or anticipates causing, a defendant to be served with a summons and complaint solely by attaching them to some conspicuous part of the premises involved in the proceeding, the landlord shall provide the clerk of the court with two additional copies of the complaint and two prestamped envelopes addressed to the defendant. One envelope shall be addressed to such address or location as has been designated by the tenant for receipt of notice in a written lease or other agreement or, if none has been designated, to the residence of the tenant, if known. The second envelope shall be addressed to the last known business address of the tenant. The clerk of the court shall immediately mail the copies of the summons and complaint by first-class mail, note the fact of mailing in the docket, and file a certificate in the court file of the fact and date of mailing. Service shall be effective on the date of posting or mailing, whichever occurs later, and at least 5 days from the date of service must have elapsed before a judgment for final removal of the defendant may be entered.

History.—s. 2, ch. 3248, 1881; RS 1753; GS 2229; RGS 3537; CGL 5401; s. 1, ch. 22731, 1945; s. 34, ch. 67-254; s. 2, ch. 83-151; s. 3, ch. 84-339.

83.231 Removal of tenant; judgment.—If the issues are found for plaintiff, judgment shall be entered that he recover possession of the premises but if they be found for defendant, judgment shall be entered dismissing the action.

History.—s. 8, ch. 6463, 1913; RGS 3549; CGL 5413; s. 34, ch. 67-254.
Note.—Former s. 83.34.

83.241 Removal of tenant; process.—After entry of judgment in favor of plaintiff the clerk shall issue a writ to the sheriff describing the premises and commanding him to put plaintiff in possession. However, in the case of the removal of any mobile home tenant or the mobile home of any tenant for the reason of holding over after the expiration of the tenant's time, the writ of possession shall not issue earlier than 30 days from the service of the petition for removal upon the defendant.

History.—s. 9, ch. 6463, 1913; RGS 3550; CGL 5414; s. 34, ch. 67-254; s. 1, ch. 70-160.
Note.—Former s. 83.35.

83.251 Removal of tenant; costs.—The prevailing party shall have judgment for costs and execution shall issue therefor.

History.—s. 11, ch. 6463, 1913; RGS 3552; CGL 5416; s. 34, ch. 67-254.
Note.—Former s. 83.37.

PART II

RESIDENTIAL TENANCIES

83.40 Short title.
83.41 Application.
83.42 Exclusions from application of part.
83.43 Definitions.
83.44 Obligation of good faith.
83.45 Unconscionable rental agreement or provision.
83.46 Rent; duration of tenancies.
83.47 Prohibited provisions in rental agreements.
83.48 Attorney's fees.
83.49 Deposit money or advance rent; duty of landlord and tenant.
83.50 Disclosure.
83.51 Landlord's obligation to maintain premises.
83.52 Tenant's obligation to maintain dwelling unit.
83.53 Landlord's access to dwelling unit.
83.535 Flotation bedding system; restrictions on use.
83.54 Remedies; enforcement of rights and duties; civil action.
83.55 Remedies; right of action for damages.
83.56 Remedies; termination of rental agreement.
83.57 Remedies; termination of tenancy without specific term.
83.58 Remedies; tenant holding over.
83.59 Remedies; right of action for possession.
83.60 Remedies; defenses to action for rent or possession; procedure.
83.61 Disbursement of funds in registry of court; prompt final hearing.
83.62 Remedies; restoration of possession to landlord.
83.625 Power to award possession and enter money judgment.
83.63 Remedies; casualty damage.
83.64 Retaliatory conduct.
83.66 Right of tenant to obtain franchised or licensed cable television service.

83.40 Short title.—This part shall be known as the "Florida Residential Landlord and Tenant Act."

History.—s. 2, ch. 73-330.

83.41 Application.—This part applies to the rental of a dwelling unit.

History.—s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

83.42 Exclusions from application of part.—This part does not apply to:

(1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services.

(2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part.

(3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.

(4) Occupancy by a holder of a proprietary lease in a cooperative apartment.

(5) Occupancy by an owner of a condominium unit.

History.—s. 2, ch. 73-330.

83.43 Definitions.—As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

(1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.

(2) "Dwelling unit" means:

(a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.

(b) A mobile home rented by a tenant.

(c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.

(3) "Landlord" means the owner or lessor of a dwelling unit.

(4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

(5) "Premises" means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.

(6) "Rent" means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.

(7) "Rental agreement" means any written agreement, or oral agreement if for less duration than 1 year, providing for use and occupancy of premises.

(8) "Good faith" means honesty in fact in the conduct or transaction concerned.

(9) "Advance rent" means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.

(10) "Transient occupancy" means occupancy when it is the intention of the parties that the occupancy will be temporary.

(11) "Deposit money" means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.

(12) "Security deposits" means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant's breach of lease prior to the expiration thereof.

History.—s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151.

83.44 Obligation of good faith.—Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.

History.—s. 2, ch. 73-330.

83.45 Unconscionable rental agreement or provision.—

(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.

(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.

History.—s. 2, ch. 73-330.

83.46 Rent; duration of tenancies.—

(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.

(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.

(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week, and if wages are payable monthly, then the tenancy is from month to month. This subsection shall not apply to a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.

History.—s. 2, ch. 73-330; s. 2, ch. 81-190.

83.47 Prohibited provisions in rental agreements.

(1) A provision in a rental agreement is void and unenforceable to the extent that it:

(a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.

(b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.

(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.

History.—s. 2, ch. 73-330.

83.48 Attorney's fees.—In any civil action brought to enforce the provisions of the rental agreement or this part the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorney's fees, from the nonprevailing party.
History.—s. 2, ch. 73-330; s. 4, ch. 83-151.

83.49 Deposit money or advance rent; duty of landlord and tenant.—

(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or his agent shall either:

(a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;

(b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or

(c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he holds on behalf of the tenants or $50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest.

(2) The landlord shall, within 30 days of receipt of advance rent or a security deposit, notify the tenant in writing of the manner in which the landlord is holding the advance rent or security deposit and the rate of interest, if any, which the tenant is to receive and the time of interest payments to the tenant. Such written notice shall:

(a) Be given in person or by mail to the tenant.

(b) State the name and address of the depository where the advance rent or security deposit is being held, whether the advance rent or security deposit is being held in a separate account for the benefit of the tenant or is commingled with other funds of the landlord, and, if commingled, whether such funds are deposited in an interest-bearing account in a Florida banking institution.

(c) Include a copy of the provisions of subsection (3).

Subsequent to providing such notice, if the landlord changes the manner or location in which he is holding the advance rent or security deposit, he shall notify the tenant within 30 days of the change according to the provisions herein set forth. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to provide this notice shall not be a defense to the payment of rent when due.

(3)(a) Upon the vacating of the premises for termination of the lease, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or in which to give the tenant written notice by certified mail to the tenant's last known mailing address of his intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of ____ upon your security deposit, due to ____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to ____ (landlord's address).

If the landlord fails to give the required notice within the 15-day period, he forfeits his right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the cause on the calendar.

(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.

(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' notice by certified mail to the landlord prior to vacating or abandoning the

premises, which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a).

(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records as stated herein, and upon transmittal of a written receipt therefor, the transferor shall be free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. However, nothing herein shall excuse the landlord or agent for a violation of the provisions of this section while in possession of such deposits.

(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his license by the Division of Hotels and Restaurants of the Department of Business Regulation in the manner provided in s. 509.261.

(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his tenancy prior to the end of the rental term.

History.—s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217.

Note.—Former s. 83.261.

83.50 Disclosure.—

(1) The landlord, or a person authorized to enter into a rental agreement on his behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in his behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.

(2) The landlord or his authorized representative, upon completion of construction of a building exceeding three stories in height and containing dwelling units, shall disclose to the tenants initially moving into the building the availability or lack of availability of fire protection.

History.—s. 2, ch. 73-330.

83.51 Landlord's obligation to maintain premises.

(1) The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes; or

(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. However, the landlord shall not be required to maintain a mobile home or other structure owned by the tenant.

The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.

(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent.
2. Locks and keys.
3. The clean and safe condition of common areas.
4. Garbage removal and outside receptacles therefor.
5. Heat during winter, running water, and hot water.

(b) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.

(c) This subsection shall not apply to a mobile home owned by a tenant.

(d) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.

(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).

(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of his family, or other person on the premises with his consent.

History.—s. 2, ch. 73-330; s. 22, ch. 82-66.

83.52 Tenant's obligation to maintain dwelling unit.—The tenant at all times during the tenancy shall:

(1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.

(2) Keep that part of the premises which he occupies and uses clean and sanitary.

(3) Remove from his dwelling unit all garbage in a clean and sanitary manner.

(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.

(5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.

(6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.

(7) Conduct himself, and require other persons on the premises with his consent to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of the peace.

History.—s. 2, ch. 73-330.

83.53 Landlord's access to dwelling unit.—

(1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit when necessary for the purposes set forth in subsection (1) under any of the following circumstances:

(a) With the consent of the tenant;

(b) In case of emergency;

(c) When the tenant unreasonably withholds consent; or

(d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.

(3) The landlord shall not abuse the right of access nor use it to harass the tenant.

History.—s. 2, ch. 73-330.

83.535 Flotation bedding system; restrictions on use.—No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The landlord may require the tenant to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.

History.—s. 7, ch. 82-66.

83.54 Remedies; enforcement of rights and duties; civil action.—Any right or duty declared in this part is enforceable by civil action.

History.—s. 2, ch. 73-330.

83.55 Remedies; right of action for damages.—If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.

History.—s. 2, ch. 73-330.

83.56 Remedies; termination of rental agreement.

(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:

(a) If the landlord's failure to comply renders the dwelling unit untenantable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.

(b) If the landlord's failure to comply does not render the dwelling unit untenantable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:

(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be adequate if it is in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance).

(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this act such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. The notice shall be adequate if it is in substantially the following form:

You are hereby notified that (cite the noncompliance). Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the

premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance.

(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of ____ dollars for the rent and use of the premises (address of leased premises, including county), Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the ____ day of ____, 19____.

(landlord's name, address and phone number)

(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from his last or usual place of residence, by leaving a copy thereof at the residence.

(5) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance.

(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).

History.—s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217.

83.57 Remedies; termination of tenancy without specific term.—A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:

(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;

(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;

(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and

(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.

History.—s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

83.58 Remedies; tenant holding over.—If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59 [F.S. 1973]. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

History.—s. 2, ch. 73-330.

83.59 Remedies; right of action for possession.—

(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.

(2) A landlord applying for the removal of a tenant shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. The landlord is entitled to the summary procedure provided in s. 51.011 [F.S. 1971], and the court shall advance the cause on the calendar.

(3) The landlord shall not recover possession of a dwelling unit except:

(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;

(b) When the tenant has surrendered possession of the dwelling unit to the landlord; or

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption shall not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence.

(4) The prevailing party is entitled to have judgment for costs and execution therefor.

History.—s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66.

83.60 Remedies; defenses to action for rent or possession; procedure.—

(1) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1) [F.S. 1973], or may raise any other defense, whether legal or equitable, that he may have, including the defense of retaliatory conduct in accordance with s. 83.64. The defense of a material noncompliance with s. 83.51(1) [F.S. 1973] may only be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord as prescribed in s. 83.56(4) [F.S. 1973], specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. A material noncompliance with s. 83.51(1) [F.S. 1973] by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1) [F.S. 1973].

After consideration of all other relevant issues, the court shall enter appropriate judgment.

(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent which accrues during the pendency of the proceeding, when due. The court shall notify the tenant of such requirement. Failure of the tenant to pay the rent into the registry of the court as provided herein constitutes an absolute waiver of the tenant's defenses other than payment, and the landlord is entitled to an immediate default.

History.—s. 2, ch. 73-330, s. 7, ch. 83-151.

83.61 Disbursement of funds in registry of court; prompt final hearing.—When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.

History.—s. 2, ch. 73-330, s. 2, ch. 74-146.

83.62 Remedies; restoration of possession to landlord.—In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding him to put the landlord in possession after 24 hours' notice conspicuously posted on the premises.

History.—s. 2, ch. 73-330, s. 3, ch. 82-66.

83.625 Power to award possession and enter money judgment.—In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall also direct in an amount which is within its jurisdictional limitations, the entry of a money judgment in favor of the landlord and against the tenant for the amount of money found due, owing, and unpaid by the tenant to the landlord, with costs. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and said money judgment shall not be entered earlier than the day following the expiration of the time period within which the tenant-defendant would be required to file an answer or otherwise appear, were the proceeding solely an action at law to recover money damages.

History.—s. 1, ch. 75-147.

83.63 Remedies; casualty damage.—If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case his liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3) [F. S. 1973].

History.—s. 2, ch. 73-330.

83.64 Retaliatory conduct.—

(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:

(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;

(b) The tenant has organized, encouraged, or participated in a tenants' organization; or

(c) The tenant has complained to the landlord pursuant to s. 83.56(1).

(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him for possession.

(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.

(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.

History.—s. 8, ch. 83-151.

[1]83.66 Right of tenant to obtain franchised or licensed cable television service.—

(1) No tenant having a tenancy of 1 year or greater shall unreasonably be denied access to any available franchised or licensed cable television service, nor shall such tenant or cable television service be required to pay anything of value in order to obtain or provide such service except those charges normally paid for like services by residents of, or providers of such services to, single-family homes within the same franchised or licensed area and except for installation charges as such charges may be agreed to between such tenant and the provider of such services.

(2) In determining whether to permit cable television service to a rental unit or complex, a landlord shall be authorized:

(a) To require that the cable television company submit to the landlord for approval detailed plans, specifications, and schematics for the proposed installation.

(b) To require that the installation of the cable be in harmony with the existing character of the complex and designed to maintain the aesthetic features of the site.

(3) Nothing herein shall be construed to require a landlord to permit more than one franchised cable television company to service the tenants residing in his rental units.

(4) Nothing herein shall be construed to require a landlord who has installed an independent television receiving unit, which provides a television signal comparable to cable for use by tenants, to accept installation and provision of cable television services from any cable television company.

(5) Any cable television company which is authorized to provide service to a rental unit or complex shall be responsible for paying to the landlord any costs, expenses, or property damage that are incurred by the landlord during the installation, repair, or removal of the cable. Payment of such amounts shall not be construed as a payment of value in order to obtain or provide cable television services.

(6) In the event a cable television company which has been authorized to provide services to a rental unit or complex fails to substantially comply with the plans, specifications, and requirements as agreed upon with the landlord, the landlord shall be authorized to require the immediate removal of all cable equipment. Failure to remove the equipment within a reasonable time period shall make the cable television company liable pursuant to the provisions of s. 810.08.

(7) Nothing herein shall be construed to supersede or in any way replace local cable television franchise agreements that provide stricter standards than those outlined in this section.

(8) A landlord may waive, in writing, all or part of the requirements of this section.

History.—ss. 14, 25, ch. 82-66.

*Note.—The subject of access to cable television service by a "tenant" was addressed by both ss. 14 and 25 of ch. 82-66. The s. 25 version is published here as the last expression of legislative will in ch. 82-66, pending legislative or judicial clarification of the independent applicability within ch. 83, F.S., if any, of s. 14 which reads:

No tenant of any rental unit shall be denied access to any available franchised or licensed cable television service, nor shall such tenant or cable television service be required to pay anything of value in order to obtain or provide such service except those charges normally paid for like services by residents of, or providers of such services to, single family homes within the same franchised or licensed area, and except for installation charges as such charges may be agreed to between such tenant and the provider of such services.

PART III

SELF-SERVICE STORAGE SPACE

83.801 Short title.
83.803 Definitions.
83.805 Lien.
83.8055 Withholding access to personal property upon nonpayment of rent.
83.806 Enforcement of lien.
83.808 Contractual liens.
83.809 Application of act.

83.801 Short title.—Sections 83.801-83.809 shall be known and may be cited as the "Self-storage Facility Act."

History.—s. 1, ch. 79-404; s. 1, ch. 82-151.

83.803 Definitions.—As used in ss. 83.801-83.809:

(1) "Self-service storage facility" means any real property designed and used for the purpose of renting or leasing individual storage space to tenants who are to have access to such space for the purpose of storing and removing personal property. No individual storage space may be used for residential purposes. A self-service storage facility is not a "warehouse" as that term is used in chapter 677. If an owner issues any warehouse receipt, bill of lading, or other document of title for the personal property stored, the owner and the tenant shall be subject to the provisions of chapter 677, and the provisions of this act shall not apply.

(2) "Owner" means the owner, operator, lessor, or sublessor of a self-service storage facility or his agent or any other person authorized by him to manage the facility or to receive rent from a tenant under a rental agreement.

(3) "Tenant" means a person or his sublessee, successor, or assign entitled to the use of storage space at a self-service storage facility, under a rental agreement, to the exclusion of others.

(4) "Rental agreement" means any agreement or lease which establishes or modifies terms, conditions, rules, or any other provisions concerning the use and occupancy of a self-service storage facility.

(5) "Last known address" means that address provided by the tenant in the latest rental agreement or the address provided by the tenant by hand delivery or registered mail in a subsequent written notice of a change of address.

History.—s. 1, ch. 79-404; s. 2, ch. 82-151.

83.805 Lien.—The owner of a self-service storage facility and his heirs, executors, administrators, successors, and assigns have a lien upon all personal property, whether or not owned by the tenant, located at a self-service storage facility for rent, labor charges, or other charges, present or future, in relation to the personal property and for expenses necessary for its preservation or expenses reasonably incurred in its sale or other disposition pursuant to ss. 83.801-83.809. The lien provided for in this section attaches as of the date that the personal property is brought to the self-service storage facility, and the priority of this lien shall be the same as provided in s. 83.08; however, in the event of default, the owner must give notice to persons who hold perfected security interests under the Uniform Commercial Code in which the tenant is named as the debtor.

History.—s. 1, ch. 79-404; s. 3, ch. 82-151; s. 19, ch. 83-217.

83.8055 Withholding access to personal property upon nonpayment of rent.—Upon the failure of a tenant to pay the rent when it becomes due, the owner may, without notice, after 5 days from the date the rent is due, deny the tenant access to the personal property located in the self-service storage facility.

History.—s. 4, ch. 82-151.

83.806 Enforcement of lien.—An owner's lien as provided in s. 83.805 may be satisfied as follows:

(1) The tenant shall be notified by written notice delivered in person or by registered mail to his last known

Script for Landlord/Tenant Video

(Joe Andrews sees an ad in the newspaper for an apartment for rent and calls the listed number.)

Andrews: Hi, Mr. Watson, I'm Joe Andrews. I saw an ad in the paper for a one-bedroom apartment. It's what I'm looking for and I think I'd like to see it and probably rent it.

Watson: O.K., you probably can, but first I need to find out if you're the kind of tenant we want.

Andrews: What do you mean? I'm new to this area, but I have a job!

Watson: Well, lets not go into this on the phone. It's getting late, but come on over now, fill out an application and we'll get moving on this.

Andrews: What does that mean?

Watson: Well, we'll have to do a reference check on you - confirm your employment, salary level and credit standing. But come on over and we'll fill out the paper work.

(Joe Andrews speaking to Ricky about what happened when he filled out the application)

Andrews: Hi, Ricky. I think I got an apartment today.

Ricky: You did? Great!

Andrews: Yeah. I filled out some papers and the man asked me a bunch of questions.

Ricky: So..... you signed the lease and you're already to move in.

Andrews: No! No! I just filled out an application today.

Ricky: Then you don't have an apartment yet.

Andrews: What do you mean?

Ricky: Well, this is what happened to me. I filled out an application for an apartment with the apartment manager, paid a $25.00 credit check and I didn't

get the apartment and I didn't get the money back.

Andrews: You what? You mean they wouldn't rent the apartment to you? Why?

Ricky: They said I was too young and might cause problems by playing music too loud, partying, being rowdy.

Andrews: Well, Mr. Watson the manager said that would not be a problem. But he didn't tell me whether the application fee was refundable or not. I guess I should have asked.....I hope I get the apartment.

(Next scene is at the apartment rental office.)

Watson: Good morning, Joe. Your application checked out.

Andrews: Great!

Watson: I've got the lease here all ready for you to sign.

Andrews: O.K., but, I'd like to see the apartment first.

Watson: Well, your particular unit is not quite ready yet. But I have another one just like it I can show you right now. Come on.

Andrews: O.K.

(Back at the office, after they've toured the apartment.)

Andrews: The model apartment looked fine. And you say my apartment is just like that one.

Watson: The exact same floor plan. We just have a few minor things to take care of since the last tenants moved out the day before yesterday. It will be ready for you to move in the day after tomorrow.

Andrews: O.K. Good.

Watson: All we need to do now is sign the lease.

Andrews: O.K.

(Watson picks up papers from file cabinet.)

Watson: The rent's $330 a month, due the first day of each month.

Andrews: Wait a minute.. I thought it was $275. That's what the ad said. I dunno. I really need a place. It's more than I was thinking of spending, but I guess I can afford it. O.K.

Watson: O.K. That's $330 a month, a security deposit of $250 and the last month's rent in advance. A total of $910.

Andrews: What?? $910. You didn't tell me all this!

Watson: That's standard. These are beautiful apartments. There's not a better bargain in the area. Do you want it or not?

Andrews: Hmmm. Let me see. - - - - - $100 deposit for a phone. $100 for utilities. Boy, it's gonna be tight. Will you hold it for me for a couple of days while I think about this?

Watson: Nope. We rent'em, first come first serve. In fact a lady called earlier and wants to come look at it this afternoon.

Andrews: I'll have to use the money in my savings account.

Watson: It's a great complex. You'll love it here.

Andrews: Yeah. This is the place for me. Let's go with it. Where do I sign?

(Andrews signs)

(Ricky drops by)

Ricky: I came by to see your new apartment. How's it going?

Andrews: Pretty good, but this apartment sure didn't turn out as nice as the one they showed me. The carpet's old and drab looking, the freezer doesn't always work, and some of these walls could use some paint.

Ricky: Doesn't your landlord have to fix these things? What does your lease say?

Andrews: I don't know. I never really read it. I was so concerned with whether I could afford it or not that I never read it.

Ricky: Let me take a look at it. (Reading the lease aloud, he says) The apartment is considered in good condition at the inception of the lease unless the tenant informs the landlord of the defects within three days. Did you?

Andrews: No. I just assumed it would be exactly like the model he showed me.

Ricky: Well if it's not in writing you're probably stuck.

(back at rental office)

Andrews: Mr. Watson, its been three weeks since I moved in and I've got some things that need to be fixed. The freezer's not working too good, the carpet looks old and worn, and the walls need some paint.

Watson: We'll fix the freezer. In fact I'll have the maintainence man get on it this afternoon. However, we're not responsible for the carpet and the walls. We cleaned the apartment and shampooed the carpet before you moved in.

Andrews: But it doesn't look like the apartment you showed me.

Watson: Sure it does.

(at the office)

Andrews: Mr. Watson, I found your note on my door about being late with my rent. I've got a problem. My car broke down on the way to the beach. I had it towed in and it cost me over $400 to fix it.

Watson: That sounds pretty bad.

Andrews: I was wondering what to do about my rent. I had to use all my money to pay for repairs for my car and that's why I didn't pay my rent when it was due. I don't have hardly any savings left because that's what I used to pay the last month's rent....I was wondering, can I pay you part of this month's rent in two weeks and then catch up the rest when I can?

Watson: No. I have bills of my own to pay. I need all of the rent when its due.

Andrews: Well, I'll try to get the money together but I know I won't have any of it for two weeks when I get paid again.

(Andrews on phone to Ricky)

Andrews: Ricky, you gotta help me. I came home from work and the landlord had posted a notice on my door to pay my rent within three days or vacate the premises. What do you think this means?

Ricky: Just what it says. PAY the rent or move out.

Andrews: How can they do this? I told him my car blew up and it took all my money to fix it. All I need is some time. How does he think he can get away with this - when the carpet was dusty and dingey looking, the refrigerator only works half the time and the walls have needed paint since the day I moved in.

I'll show him. I'm not moving and I don't think I have to pay - because of the carpet, refrigerator and walls. I'll show him. I'll make him take me to court!

(Court hearing room)

Judge: We're here on a trial involving Charles Watson, plaintiff, vs. Joe Andrews, defendant. This is a landlord-tenant case.

The issue, gentlemen, as I understand it from reading the complaint, is an eviction for non-payment of rent. First we'll hear from the plaintiff, and after he states his case then you can ask him questions.

Watson: Judge, my name is Charles Watson and I own some apartments here in town. Mr. Andrews rented an apartment from me under a written lease wherein he agreed to pay me $330 on the first day of each month and now he hasn't paid since he paid part of his rent the first of last month, and even then he was late. Now he owes for the rest of last month's rent and all of this month's. I delivered a three day notice to either pay or vacate. He evidently ignored it because he neither paid up, not vacated. That's why I filed the complaint with the clerk. I either want him to pay up, or move out so I can rent the apartment to someone else. I would like a judgment for the unpaid rent, my filing fees and court costs, and also possession of the premises.

Andrews: But I only owe for this month's rent and part of last. I don't see why I should have to pay any rent at all when the carpet looks worn and dingey, the refrigerator only works part of the time and the walls need painting.

JUDGE! I can't believe this is happening. I've been a good tenant, was quiet and always paid my rent on time until July's rent was due. But I came and told him -- Mr. Watson, here -- that I had some expensive repairs on my car and I'd try and catch up when I could. When I got the written notice on my door to pay or get out I decided right then to fight this.

Judge: Do you have any legal basis for non-payment of your rent?

Andrews: Yes, I do. When I rented the apartment he showed me an apartment that he said would be just like the one I would be getting.

Judge: Was it?

Andrews: It was the same floor plan, but the carpet was no where near as nice as in the apartment he showed me. Not only that, but the apartment he showed me had freshly painted walls and the apartment he gave me had dirty walls that could really use some paint. Since then the refrigerator only worked part of the time.

Judge: Mr. Watson, what do you have to say to that?

Watson: Judge, he did tell us once and we fixed it that very same afternoon. If the refrigerator is still out of order its news to me. As to the carpet and walls, we cleaned the carpet just before he moved in and the walls are o.k., no holes or anything like that.

Judge: Mr. Andrews, is the reason you feel you don't need to pay because the carpet is not as new as you'd like and because the walls are not freshly painted?

Andrews: Exactly, your Honor!

Judge: Mr. Andrews, the law only allows you to withhold payment of your rent if the premises are uninhabitable, such as no hot water or a door comes off so you can't close up for the night, repairs of a serious nature. If that is the case then you need to notify the landlord promptly. Then, and only then, if they do not fix it, can you withhold the payment of your rent.

Andrews: Oh, MAN!!

Judge: Do you admit the allegation of Mr. Watson's complaint that you are one and a half months behind in your rent?

Andrews: Yes, sir.

Judge: Other than the refrigerator not working briefly was the apartment otherwise in a condition that would properly allow you to live there?

Andrews: Yes, it was.

Judge: O.K. Under the law Mr. Watson is entitled to his rent. Therefore, I'm going to rule in favor of Mr. Watson for July and August's rent, award possession of the premises and court costs. That would be $330 for July, $330 for August, and $83 in court costs for a total of $743. I'm going to reduce this by the $330 final month's rent that you paid and enter a judgment for $413, and possession of the premises in favor of Mr. Watson.
Mr. Andrews, under the laws of this state you have 24 hours to vacate the premises.

Andrews: Judge, what about my security deposit?

Judge: Young man - you need to give Mr. Watson written notification of your new address because he has 15 days to either refund your deposit or else notify you in writing of what damage he is claiming you did. If he claims any damage, you can come back to court and contest it. If he doesn't then you get your entire security deposit back.

Narrator: With that order the landlord was able to evict Mr. Andrews. A writ of possession was issued and then posted by the Sheriff's Dept. giving Mr. Andrews 24 hours to vacate the apartment and remove all his personal items. If Mr. Andrews failed to comply, the sheriff could remove his personal belongings to the nearest right of way and arrest Mr. Andrews for trespassing if he went back into the apartment.

Sample Apartment Lease

RANDALL REAL ESTATE CO
PROPERTY MANAGEMENT--INVESTMENT
PROPERTY—SALES—INSURANCE

THIS AGREEMENT, Made and executed this ___ day of _____ A.D., 19 ___, by and between RANDALL REAL ESTATE COMPANY, hereinafter called the Landlord, and _____, hereinafter called the Tenant.

WITNESSETH, That Landlord does hereby let unto Tenant the premises known as Apartment No. 301, at 12 Marshall Street in Johnstown, for the term commencing on the ___ day of _____, 19___, and fully ending at midnight on the day of ___, 19___, at and for the total rental of _____ Dollars, the first installment payable on the execution of this agreement and the remaining installments payable in advance on the ___ day of each ensuing month, to and at the office of RANDALL REAL ESTATE COMPANY, 1000 Columbia Road, in Johnstown.

On the ___ day of _____, 19___, a sum of _____ shall become due and payable. This sum shall cover the period up to the day of _____, 19___; thereafter, a sum of _____ shall be due and payable on the ___ day of each month.

AND TENANT, does hereby agree as follows:

1. Tenant will pay the rent at the time specified.
2. Tenant will pay all utility bills as they become due.
3. Tenant will use the premises for a dwelling and for no other purpose.
4. Tenant will not use said premises for any unlawful purpose, nor in any noisy or rowdy manner, or other way offensive to any other occupant of the building.
5. Tenant will not transfer or sublet the premises without the written consent of Landlord.
6. Landlord shall have access to the premises at any time for the purpose of inspection, to make repairs the Landlord considers necessary, or to show the apartment to tenant applicants.
7. Tenant will give Landlord prompt notice of any defects or breakage in the structure, equipment or fixtures of said premises.
8. Tenant will not make any alterations or additions to the structure, equipment, or fixtures of said premises without the written consent of the Landlord.
9. Tenant will pay a security deposit in the amount of $_____, which will be held by Landlord until expiration of this lease and refunded on the condition that said premises is returned in good condition, normal wear and tear excepted.

10. Tenant will not keep any pets, live animals, or birds of any description in said premises.

11. Landlord shall be under no liability to Tenant for any discontinuance of heat, hot water, or elevator service, and shall not be liable for damage to proerty of Tenant caused by rodents, rain, snow, defective plumbing, or any other source.

12. Should Tenant continue in possession after the end of the term herein with permission of Landlord, it is agreed that the tenancy thus created can be terminated by either party giving to the other party not less than Thirty (30) Days' Written Notice.

13. Tenant shall be required to give the Landlord at least thirty (30) days' notice, in writing, of his intention to vacate the premises at the expiration of his tenancy. If Tenant vacates the premises without first furnishing said notice, Tenant shall be liable to the Landlord for one month's rent.

14. Both Landlord and Tenant waive trial by jury in connection with any agreement contained in the rental agreement or any claim for damages arising out of the agreement or connected with this tenancy.

15. Landlord shall not be held liable for any injuries or damages to the Tenant or his guests, regardless of cause.

16. In the event of increases in real estate taxes, fuel charges, or sewer and water fees, Tenant agrees during the term of the lease to pay a proportionate share of such charges, fees, or increases.

17. Tenant confesses judgment and waives any and all rights to file a counterclaim, or a defense to any action filed by the Landlord against the Tenant and further agrees to pay attorney fees and all other costs incurred by the Landlord in an action against the Tenant.

18. Tenant agrees to observe all such rules and regulations which the Landlord or his agents will make concerning the apartment building.

IN TESTIMONY WHEREOF, Landlord and Tenant have signed this Agreement the day and year first hereinbefore written.

Signed in the presence of

Glossary of Terms

1. **allegation** - an accusation that has not been proved.

2. **confession of judgment** - a provision in a lease in which the tenant agrees in advance to let the landlord decide without challenge if a tenant has been at fault in any disagreement.

3. **constructive eviction** - a situation in which a tenant may be able to leave before the lease expires without owing rent if a landlord fails to maintain housing in a livable condition.

4. **contract** - a legally enforceable agreement between two or more people to do a certain thing in exchange for payment in some form.

5. **eviction** - the action by a landlord of removing a tenant from a rental unit.

6. **holdover tenants** - tenants who are allowed to remain on the property after the lease expires.

7. **landlord** - the owner of property who leases or rents space. The company or person that manages the property for the owner.

8. **lease** - a contract between a landlord and a tenant for the use of property for a specified length of time at a specified cost .

9. **month-to month lease** - a lease enabling the tenant to leave with 30 day's notice and the landlord to raise the rent or evict the tenant with 30 day's notice.

10. **mutual agreement** - agreement by the parties to the exact terms of a contract, either by signing the contract or by beginning to carry it out.

11. **notice** - a written statement intended to inform a person of some proceeding in which his or her interests are involved.

12. **plaintiff** - the people concerned with or taking part in any legal matter.

13. **plaintiff** - the person who brings (starts) a lawsuit against another person.

14. **right of entry or access** - the part of a lease that allows a landlord and his or her agents to enter a tenant's premises to make repairs, collect the rent, or enforce other provisions of the lease.

15. **right to quiet enjoyment** - a tenant's right to use and enjoy the property without being disturbed by the landlord or other tenants.

16. **security deposit** - money that a landlord requires a tenant to pay before moving in, used to cover any damages, cleaning costs, or unpaid rent, if such fees arise.

17. **sublease** - the part of most standard leases that requires the tenant to obtain the landlord's permission before allowing someone else to live on the premises and pay all or part of the rent.

18. **suit** - a lawsuit or civil action in court.

19. **tenant** - a person renting property.

20. **tenancy for years** - refers to any lease for a fixed period of time. The lease specifies that the tenant may live on the property for a single definite period of time.

21. **warranty of habitability** - implied or unwritten obligation of landlord to provide a unit that is fit to live in.

Mock Trial on Video
Landlord/Tenant

Suggested Topics for Discussion

1. What to ask before signing lease.

2. Reasons for reading the lease.

3. Responsibilities of landlord and tenant.

4. Financial obligations of tenant when occupying the unit, i.e. utility deposits.

5. Paying the rent/consequences of delinquency.

6. Eviction procedures.

Refer to Street Law, Chapter 5 for additional material on landlord/tenant problems.